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2
3 UNITED STATES DISTRICT COURT
4 DISTRICT OF NEW JERSEY

5 PAUL REHBERGER, individually
6 and on behalf of all others similarly
7 situated,

8 Plaintiffs,

9 v.

10 HONEYWELL INTERNATIONAL,
11 INC.,

12 Defendant.
13

Civil No. _____

14
15 **CLASS ACTION COMPLAINT**
16 **FOR DAMAGES AND**
17 **EQUITABLE RELIEF,**
18 **AND DEMAND FOR JURY TRIAL**

15 Plaintiff Paul Rehberger, individually and on behalf of all others similarly
16 situated, through his counsel, alleges the following upon personal knowledge as to
17 his own acts, and upon information and belief as to all other matters.
18

19 **NATURE OF THE ACTION**

20 1. Plaintiff Paul Rehberger purchased a Honeywell F50F Electronic Air
21 Cleaner ("F50F") manufactured by Honeywell, and suffered damages as a result. On
22 information and belief, the Honeywell F50F is markedly similar to the Honeywell
23 F300, with the exception of the external housing, which is different on the F50F.
24

25 **PARTIES**

26 2. Plaintiff Paul Rehberger is a resident of Howell, New Jersey. He
27 purchased a Honeywell F50F Electronic Air Cleaner ("F50F") manufactured by
28 Honeywell, and suffered damages as a result.

1 3. Defendant Honeywell International Inc. ("Honeywell") is a Delaware
2 corporation with its headquarters and principal place of business in Morristown,
3 New Jersey. Honeywell manufactured the F50F purchased by plaintiff Paul
4 Rehberger.
5

6 JURISDICTION AND VENUE

7 4. The Court has jurisdiction over the lawsuit under 28 U.S.C. § 1331,
8 because plaintiffs' claims arise, in part, under the laws of the United States. The
9 Court also has jurisdiction under 28 U.S.C. § 1332(d), the class Action Fairness Act,
10 because the suit is a class action, the parties are minimally diverse, and the amount
11 in controversy exceeds \$5,000,000.00, excluding interest and costs. This Court also
12 has supplemental jurisdiction over plaintiff state law claims, pursuant to 28 U.S.C.
13 § 1367(a), because such claims are so related to the plaintiff federal law claims that
14 they form part of the same case or controversy.
15

16 5. Venue is proper in this district under 28 U.S.C. § 1391(a)(1) and (a)(2)
17 because Honeywell resides in this district and a substantial part of the events or
18 omissions giving rise to this claim occurred in this district. The Court has in
19 personam jurisdiction over the defendant because at all relevant times, the
20 Defendant resided, was found, had an agent or transacted business in New Jersey,
21 and plaintiff purchased a F50F Electronic Air Cleaner manufactured by Honeywell.
22

23 FACTUAL BACKGROUND

24 6. Paul Rehberger, and his family, including three children, moved into
25 their home in Howell, New Jersey on or about 1988. They were the home's first
26 occupants.
27
28

1 7. At the time, Mr. Rehberger and his family were in good health. His
2 family had no health issues or problems.

3 **A. The Rehbergers Install a Honeywell F50F Electric Air Cleaner**
4

5 8. Years after moving into his home, Mr. Rehberger became concerned
6 about dust and pollen. Mr. Rehberger, who works in the plumbing and heating
7 industry, understood Honeywell manufactured high-efficiency air cleaners that
8 purportedly could clean the air his family breathes, as well as remove dust and
9 pollen.
10

11 9. In addition, Mr. Rehberger, through his work, noticed more homes
12 were installing air cleaning systems. Honeywell was the dominant brand Mr.
13 Rehberger observed in homes. Mr. Rehberger also reviewed literature, including a
14 Honeywell sales brochure, concerning its air cleaners.
15

16 10. In 2005 Mr. Rehberger redid the ductwork in his home. This included
17 replacing an older "air handler" in his home's attic.

18 11. At the time Mr. Rehberger replaced the ductwork and air handler, he
19 installed the Honeywell F50F unit. The Rehbergers selected Honeywell's F50F
20 because the unit had a removable and reusable air filter.
21

22 12. Plaintiff believed Honeywell was the best, most reliable unit to install
23 for his family, to help ensure the air quality in their home.

24 13. Mr. Rehberger installed the unit, and carefully reviewed the manual
25 concerning his new Honeywell F50F. In particular Mr. Rehberger read the manual's
26 specific cleaning instructions for the removable "cells."
27
28

B. The Rehbergers Become Sick after Installing the Honeywell Unit

14. Mr. Rehberger would often run his Honeywell unit, especially during the winter.

15. Within a year of installing the unit, the Rehbergers noticed a strange odor within the home. Unaware of Honeywell's ozone problem, Mr. Rehberger believed the odor emanated from the home itself.

16. At the same time they noticed the onset of the strange odor, Mr. Rehberger's family started to get ill. The family illnesses included sinus infections and chronic congestion.

17. The problems continued to get worse in early 2007. The odor also worsened, as did the health of plaintiff's family.

18. Mr. Rehberger was getting sinus and upper respiratory infections. The respiratory problems led Mr. Rehberger in 2007 to see an ear, nose and throat specialist. Mr. Rehberger's wife also started having upper respiratory and sinus infections. The family's younger daughter had trouble breathing in the house.

19. Their son also was required to visit with an ENT specialist, and he had sinus surgery three years ago. And their eldest daughter required nasal decongestants.

C. Mr. Rehberger Discovers His Honeywell F50F Is Responsible for the Strange Odor in His Home

20. During this time Mr. Rehberger was unaware Honeywell air cleaners were emitting far more ozone than was advertised.

1 21. In April 2010, during a filter cleaning, Mr. Rehberger ran the
2 Honeywell unit without replacing the cells. Plaintiff ran his Honeywell F50F for
3 twenty-four hours without the cells.
4

5 22. After just a day Mr. Rehberger and his family noted the smell from the
6 home had disappeared. Realizing this was the first time he had run the Honeywell
7 F50F without its cells, Mr. Rehberger made the connection between the ozone smell
8 in the home and the Honeywell F50F.
9

10 23. Mr. Rehberger immediately discussed the situation with a colleague.
11 The colleague recommended he replace the Honeywell F50F.

12 **D. Mr. Rehberger Seeks Help from Honeywell, but Honeywell**
13 **Instead Blames Plaintiff for Any Malfunction with the Electric Air**
14 **Cleaner**

15 24. Soon after realizing the F50F didn't produce the odor with the cells
16 removed, Mr. Rehberger contacted Honeywell via telephone to discuss what he had
17 discovered and to request replacement cells.

18 25. But instead of assisting Mr. Rehberger and his family—or alerting
19 them to the fact Honeywell electric air cleaners emit far more ozone than previously
20 disclosed—Honeywell sought to blame Mr. Rehberger for the problem.

21 26. In April 2010, after complaining to Honeywell, Mr. Rehberger was
22 connected with a Honeywell specialist/technician from the support line. After
23 describing the odor problem and telling the specialist that removal of the F50F's cell
24 seemed to cure the odor problem, the Honeywell specialist became evasive.
25

26 27. First, the Honeywell technician repeatedly asked Mr. Rehberger
27 whether he had caused the problem by improperly installing or cleaning the cells.
28

1 The Honeywell representative even said the "liquid detergent" Mr. Rehberger had
2 used to clean the F50F's cells may have caused the odor.

3
4 28. Mr. Rehberger assured the Honeywell representative he was in the
5 plumbing and heating business and had carefully read Honeywell's instructions on
6 cleaning the F50F's cells. Mr. Rehberger explained he had followed all the
7 instructions, the smell had nothing to do with liquid detergent, and again Mr.
8 Rehberger noted removal of the cells appeared to cure the problem.

9
10 29. The Honeywell representative then shifted tactics, saying the "voltage"
11 in Mr. Rehberger's home may have been one volt higher or lower than the 120 volts
12 the F50F requires. But while the Honeywell representative was on the phone, Mr.
13 Rehberger, who regularly tests voltages, used his own "voltage tester" at the exact
14 point where the F50F is connected to the electrical supply. While the Honeywell
15 representative was on the phone, Mr. Rehberger was able to confirm the power in
16 his house, and the power to the unit, was operating at the correct 120 voltage.
17

18 30. The Honeywell technician continued to be evasive and became rude, at
19 which time Mr. Rehberger realized the conversation was pointless. Thereafter Mr.
20 Rehberger undertook to research the issue, and thereafter discovered complaints
21 about Honeywell electric air cleaners that emit far more ozone than is advertised or
22 disclosed by Honeywell.
23

24 **E. The Rehberger Family's Health Improves after They Jettison the**
25 **F50F's Removable and Reusable Cells**

26 31. Following their discovery of the complaints about Honeywell electric
27 air cleaners, Mr. Rehberger refused to reinstall the cells that caused the rampant
28 ozone production in his home.

1 32. Instead Mr. Rehberger installed a "paper" filter to help filter the air.

2 33. Since that time, the family's health has improved markedly. Among
3 other things, family members are able to sit in the home without becoming highly
4 congested. Sinus infections and respiratory issues have subsided.
5

6 34. Mr. Rehberger would have read any email or letter from Honeywell
7 warning of true ozone levels produced by the F300 and the F50F, as well as any
8 health effects associated with those levels had such a communication been provided
9 to him by Honeywell. But Mr. Rehberger received no such communication from
10 Honeywell.
11

12 35. Mr. Rehberger was unaware of the negative health effects associated
13 with ozone gas, which was produced by the F300 and F50F. The Honeywell F50F
14 was plainly labeled as an "air cleaner" and carried no conspicuous warnings that
15 would indicate any dangers from exposure to ozone associated with their use.
16

17 36. Until he removed the F50F's cell and ran the machine for twenty-four
18 hours, no one in the Rehberger's home had any suspicion that ozone generated by
19 the Honeywell F50F caused their illnesses. Only after the filters were removed did
20 Mr. Rehberger read and learn electronic air cleaners were a source of poor indoor
21 air quality and learned about the dangers of indoor ozone pollution.
22

23 **F. The Honeywell F50F Electronic Air Cleaner in the**
24 **Rehberger's Home**

25 37. The air cleaner in the Rehberger home is an F50F Electronic Air
26 Cleaner manufactured and marketed by Honeywell.

27 38. The F50F purchased by the Rehbergers came with a Product Data
28 Sheet (submitted herewith as Exhibit 1, "Product Data Sheet").

1 39. The F50F Product Data Sheet has one section on ozone entitled
2 "Modification to Reduce Ozone Odor." Product Data Sheet, p. 14.

3
4 40. The F50F Product Data Sheet also states: "The electronic air cleaner
5 contributes .005 to .010 ppm [parts per million] of ozone to the indoor air. The U.S.
6 Food and Drug Administration and Health and Welfare Canada recommend that
7 indoor ozone concentration should not exceed 0.050 ppm."

8 41. The F50F Product Data Sheet contains no statements or warnings
9 alerting consumers to any health effects of ozone.

10
11 42. The Product Data Sheet further states the F50F "captures a significant
12 amount of the airborne particles 0.3 micron and larger from air circulated through
13 it."

14 43. In materials available on Honeywell's website, which appear to be
15 directed to consumers (submitted herewith as Exhibit 2), Honeywell states:

16
17 The Honeywell Electronic Air Cleaner is an advanced, easy-to-use,
18 whole house solution that traps and filters up to 98% of pollutants
19 from the air passing through your heating and cooling system. This
20 advanced air cleaner captures microscopic impurities like dust, smoke
21 and smog particles in addition to larger particles like mold spores and
22 cat dander." Honeywell Air Cleaning,
23 [http://yourhome.honeywell.com/Consumer/Cultures/enUS/Products/Air](http://yourhome.honeywell.com/Consumer/Cultures/enUS/Products/Air+Cleaners)
24 +Cleaners (last visited Mar. 30, 2010).

25 44. In other materials available on Honeywell's website, which appear to
26 be directed to contractors (submitted herewith as Exhibit 3), Honeywell claims,
27 "[t]esting shows high-efficiency electronic air cleaners collect particles known to
28 trigger allergic reactions . . . [e]xplain which allergens are captured" with a
Honeywell "Electronic Air Cleaner and you'll have your customer's full attention.

1 Then show them the data documenting the trial results—and you'll have them
2 buying.”

3 45. Honeywell's Owner's Guide (submitted herewith as Exhibit 4, "Owner's
4 Guide") also states that "[e]lectronic air cleaners generate a very small amount of
5 ozone, about 0.005 to 0.010 parts per million (ppm)." However, the Owner's Guide
6 does not make any mention of the health effects associated with indoor
7 concentrations of ozone. Owner's Guide, p. 13.
8

9 46. A search of the term "ozone" on Honeywell's website reveals no text
10 addressing the fact that the F300 and the F50F have been linked to much higher
11 levels of ozone production than those stated in Honeywell's Owner's Guide and
12 Product Data Sheet, that the ozone gas produced by the F300 and the F50F has
13 been proven to cause numerous health problems, as listed herein, that many
14 persons are highly sensitive to ozone and at risk for such health problems, that
15 exercise in indoor areas with ozone contamination can heighten the health problems
16 associated with ozone, that ozone can pool at high concentrations near vents and
17 other areas, that ozone can react with household products and thereby reduce
18 indoor air quality by filling the air with toxic contaminants, or that effective air
19 cleaners were on the market that generated no ozone and thus posed none of the
20 health problems associated with that toxic gas.
21
22

23 47. Honeywell is aware of the existence of alternative air cleaner designs
24 that clean air without omitting any ozone.
25

26 48. Honeywell markets such air cleaners under the Honeywell brand
27 name, in addition to manufacturing and marketing the F300 and the F50F.
28

1 49. Such air cleaners are known as "HEPA". As described on Honeywell's
2 website, "HEPA stands for High Efficiency Particle Arresting, which is the standard
3 that achieves 99.9% air filtration." Honeywell Air Cleaning,
4 [http://yourhome.honeywell.com/Consumer/Cultures/en-](http://yourhome.honeywell.com/Consumer/Cultures/en-US/Products/Air+Cleaners/HEP)
5 [US/Products/Air+Cleaners/HEP](http://yourhome.honeywell.com/Consumer/Cultures/en-US/Products/Air+Cleaners/HEP) (last visited Mar. 30, 2010).
6

7 50. In addition to producing ozone-emitting electrostatic units like the
8 F300 and the F50F and ozone-free alternative HEPA units, Honeywell licenses its
9 name to Kaz, Inc., which sells portable Honeywell air cleaners.
10

11 51. Kaz, Inc. prominently features the Honeywell logo on websites
12 promoting Honeywell Quiet Clean portable air cleaners, and these products'
13 websites can be accessed from Honeywell's corporate site. Kaz, Inc.'s website
14 emphasizes that "True HEPA" filters have the benefit of producing no ozone.
15

16 52. Kaz, Inc. issued a report over Market Wire on February 1, 2008,
17 entitled "Air Purifiers Can Help Improve Dangerous Indoor Air Quality, but Not All
18 Purifiers Are Created Equal." That report draws a clear distinction between "True
19 HEPA" devices and other air cleaners. The report states that "[t]rue HEPA air
20 purifiers use a mechanical filtration system to remove particles from the air, so
21 ozone is not emitted during the filtration process. Ozone free air purifiers with True
22 HEPA filters, like the Honeywell True HEPA models, are recommended by
23 physicians . . . If you suffer from asthma, severe allergies or any other type of
24 breathing disorder, you should only purchase True HEPA air purifiers that use a
25 fan and a True HEPA filter (referred to as mechanical filtration)." Market Wire,
26 February 1, 2008 (submitted herewith as Exhibit 5).
27
28

1 **G. The Well-Recognized Link between Ozone Exposure and the**
2 **Rehberger Family's Symptoms**

3 53. Ozone exposure has long been a recognized cause of breathing
4 difficulties of the sort experienced by Mr. Rehberger.

5 54. As described by the U.S. Environmental Protection Agency ("EPA"),
6 "Ozone is a molecule composed of three atoms of oxygen. Two atoms of oxygen form
7 the basic oxygen molecule – the oxygen we breathe that is essential to life. The third
8 oxygen atom can detach from the ozone molecule, and re-attach to molecules of
9 other substances, thereby altering their chemical composition." EPA, "Ozone
10 Generators that are Sold as Air Cleaners,"
11 <http://www.epa.gov/iaq/pubs/ozonegen.html> (last visited Mar. 30, 2010).
12

13 55. "The same chemical properties that allow high concentrations of ozone
14 to react with organic material outside the body give it the ability to react with
15 similar organic material that makes up the body, and potentially cause harmful
16 health consequences. When inhaled, ozone can damage the lungs." EPA, "Ozone
17 Generators that are Sold as Air Cleaners," [http://www.epa.gov/iaq/pubs/](http://www.epa.gov/iaq/pubs/ozonegen.html)
18 [ozonegen.html](http://www.epa.gov/iaq/pubs/ozonegen.html) (last visited Mar. 30, 2010).
19
20

21 56. "Ozone exposure causes constriction of breathing passages making
22 normal respiration much more difficult." John W. Hollingsworth, M.D., "New
23 Treatment Found for Ozone-Caused Wheezing," National Institute of
24 Environmental Health Sciences, available at
25 <http://www.niehs.nih.gov/research/supported/sep/2009/wheezing.cfm>.
26
27
28

1 57. Thus, "[h]ealthy people . . . can experience breathing problems when
2 exposed to ozone." EPA, "Ozone Generators that are Sold as Air Cleaners,"
3 <http://www.epa.gov/iaq/pubs/ozonegen.html> (last visited Mar. 30, 2010).
4

5 58. "Epidemiological studies have demonstrated a strong association
6 between high ambient [ozone] concentration with cardiovascular and respiratory
7 morbidity and mortality. [O]zone exposure elicits airway inflammation
8 characterized by neutrophil accumulations and liberates multiple inflammatory
9 mediators . . . as an early inflammatory event." Hyoung-Kyu Yoon, Hye-Youn Cho
10 and Steven R. Kleeberger, "Protective Role of Matrix Metalloproteinase-9 in Ozone-
11 Induced Airway Inflammation," Environmental Health Perspectives, November
12 2007.
13

14 59. "Responses to ozone pollution vary from one individual to another,
15 sometimes for reasons we don't yet understand. The U.S. Environmental Protection
16 Agency (EPA) estimates that 5 to 20 percent of the total U.S. population has an
17 unexplained greater susceptibility." NASA Earth Observatory, "The Ozone We
18 Breathe," [http://earthobservatory.nasa.gov/Features/Ozone we Breathe/printall.php](http://earthobservatory.nasa.gov/Features/Ozone%20we%20Breathe/printall.php)
19 (last visited Mar. 30, 2010).
20

21 60. "Exercise during exposure to ozone causes a greater amount of ozone to
22 be inhaled, and increases the risk of harmful respiratory levels of ozone, but health
23 effects may become more damaging and recovery less certain at higher levels or
24 from longer exposures." EPA, "Ozone Generators that are Sold as Air Cleaners,"
25 <http://www.epa.gov/iaq/pubs/ozonegen.html> (last visited Mar. 30, 2010).
26
27

28 61. When used indoors in the presence of ozone, many household cleaners
and air fresheners emit toxic pollutants. William W. Nazaroff, California Air

1 Resources Board, "Indoor Air Chemistry: Cleaning Agents, Ozone and Toxic Air
2 Contaminants, available at <http://www.arb.ca.gov./research/abstracts/01-336.htm>.

3 62. "Studies increasingly suggest that ozone creates other irritants as it
4 reacts with household products such as scented cleaners and air fresheners."
5 Consumer Reports, "Air cleaners – filtering the claims," available at
6 <http://www.consumerreports.org/cro/appliances/heating-cooling-and-air/air->
7 purifiers/air-purifiers.
8

9 **H. The Honeywell Air Cleaners Generate Ozone at Levels Far**
10 **Exceeding Those Stated in Its Product Data Sheet and Owner's**
11 **Guide**

12 63. A recent study conducted by the University of Oklahoma has evaluated
13 the ozone-producing properties of electrostatic air cleaners – the type of air cleaner
14 used by the Rehbergers. L. Tanasomwang and F.C. Lai, "Long-Term Ozone
15 Generation From Electrostatic Air Cleaners," IEEE Industry Applications Society
16 Conference Record, vol. 3, pp. 2037 (IEEE, 1997).
17

18 64. The study recognized that "for a commercial room air cleaner operated
19 in relatively clean air, ozone generation rate increases by an order of magnitude
20 over seven weeks as the discharge electrodes become contaminated." Tanasomwang,
21 *supra*.
22

23 65. The study further concluded that "a high level of ozone concentration
24 [is] found close to the outlet." Tanasomwang, *supra*.
25
26
27
28

66. According to published findings of Consumer Reports, the Honeywell F300 and F50F¹ generate whole house concentrations of ozone between 25 and 50 parts per billion – far higher than reported by Honeywell. Consumer Reports, “Air cleaners – filtering the claims,” available at <http://www.consumerreports.org/cro/appliances/heating-cooling-and-air/air-s/air-purifiers>.

67. This figure is two to ten times the amount of ozone Honeywell lists in its Product Data Sheet and its Owner’s Guide. The figure does not take into account the increased levels near outlets or increased levels that can build up over time as electrostatic air cleaners generate more and more ozone.

68. Citing the extensive research linking ozone to health problems, Consumer Reports recommends: “Buy a whole-house model with a filter rather than an electrostatic precipitator, which produces some ozone.” Consumer Reports, “Air cleaners – filtering the claims,” available at <http://www.consumerreports.org/cro/appliances/heating-cooling-and-air/air-s/air-purifiers>.

CLASS ACTION ALLEGATIONS

69. Plaintiff asserts this action individually and as a class action under Federal Rule of Civil Procedure 23 on behalf of a class of persons initially defined as follows:

all persons in the United States who have purchased Honeywell F300 and F50F Series Electronic Air Cleaners.

¹ The F300 and F50F are interchangeable models of electronic air cleaner. Dealers advertise them as “identical except for paint color,” *see, e.g.*, Bel-Air Electronic Air Cleaners, <http://electronicaircleaners.com/f50a-e16x25-parts.aspx> (last visited 7/1/2010), and Honeywell produces identical parts lists and Owner’s Guides for the F50F and F300.

1
2 70. Excluded from the class are the Court and defendants, their officers
3 and directors, families and legal representatives, heirs, successors, or assigns and
4 any entity in which defendants have or had a controlling interest.

5 71. Plaintiff reserves the right to amend or modify the class definition in
6 connection with their motion for class certification or the result of discovery.
7

8 72. This action is properly brought as a class action for the following
9 reasons. The class is so numerous that joinder of the individual members of the
10 proposed class is impracticable. The class includes thousands of persons
11 geographically dispersed throughout the United States. The precise number and
12 identities of class members are unknown to plaintiffs, but can be ascertained
13 through discovery, namely using Honeywell's sales and registration records and
14 other information kept by Honeywell, as well as the complaints Honeywell received.
15

16 73. Plaintiff does not anticipate any insurmountable difficulties in the
17 management of this action as a class action. The class is ascertainable and there is
18 a well-defined community of interest in the questions of law and fact alleged since
19 the rights of each class member were violated in similar fashion based upon
20 defendants' misconduct.
21

22 74. Questions of law or fact common to the class exist as to plaintiffs and
23 all class members, and these common questions predominate over any questions
24 affecting only individual class members. Among the common questions of law and
25 fact are the following:
26

- 27 a) whether Honeywell made material fraudulent omissions influencing
28 plaintiffs and class members by failing to reveal, either directly to
consumers or to third parties installing the F300 and the F50F for
consumers, the F300 and the F50F have been linked to much

1 higher levels of ozone production than listed in Honeywell's Product
2 Data Sheet and Owner's Guide, the ozone gas produced by the F300
3 and the F50F has been proven to cause numerous health problems,
4 as listed herein, many persons are highly sensitive to ozone and at
5 risk for such health problems, exercise in indoor areas with ozone
6 contamination can heighten the health problems associated with
7 ozone, ozone can pool at high concentrations near vents and other
8 areas, ozone can react with household products and thereby reduce
9 indoor air quality by filling the air with toxic contaminants, and
10 effective air cleaners are and were on the market which generate no
11 ozone and thus pose no ozone-related health problems;

12 b) whether Honeywell made a material misrepresentation to consumers,
13 either directly or through third parties installing the F300 and the
14 F50F, by stating in the F300 and F50F Product Data Sheet that
15 "[t]he electronic air cleaner contributes .005 to .010 ppm [parts per
16 million] of ozone to the indoor air" when in fact the F300 and F50F
17 has been shown to create much higher levels of ozone gas.

18 c) whether Honeywell had a duty to warn consumers, directly and/or
19 through third party installers installing the F300 and the F50F for
20 consumers, that the ozone gas emitted by the F300 and the F50F
21 can cause serious health problems, as described herein.

22 d) whether Honeywell had a duty to inform consumers, directly and/or
23 through third party installers installing the F300 and the F50F for
24 consumers, that a large portion of the United States population has
25 a heightened sensitivity to ozone gas and is at a particularly high
26 risk of suffering serious adverse health effects if exposed to that gas
27 at even low levels.

28 e) whether Honeywell had a duty to inform consumers, directly or
through third party installers installing the F300 and the F50F for
consumers, that exercise indoors could significantly increase the
adverse health effects of ozone generated by the F300 and F50F.

f) whether Honeywell had a duty to inform consumers, directly and/or
through third party installers installing the F300 and the F50F for
consumers, that ozone generated by air cleaners can be highly
concentrated at vent outlets and pool in high concentrations in
certain areas.

g) whether Honeywell had a duty to inform consumers, directly and/or
through third party installers installing the F300 and the F50F for
consumers, that ozone generated by the F300 and F50F could react
with household products and thereby diminish indoor air quality by
filling the air with toxic contaminants.

h) whether Honeywell had a duty to inform consumers, directly and/or through third party installers installing the F300 and the F50F for consumers, that the risks associated with ozone produced by the F300 and the F50F were not a necessary byproduct of air cleaning because effective alternative air cleaners exist that produce no ozone.

i) whether Honeywell's failure to inform consumers, directly and/or through third party installers installing the F300 and the F50F for consumers, of the health problems associated with ozone, the fact that many in the population have a heightened sensitivity to ozone and are thus at risk of suffering health problems when using the F300 and F50F, the fact that the F300 and the F50F have been linked to higher levels of ozone than those stated in the F300 and F50F Product Data Sheet and Owner's Guide, the fact that indoor exercise increases ozone exposure and attendant health risks, the fact that ozone generated by the F300 and F50F can pool at high levels in certain indoor areas, the fact that ozone reacts with household products and can thereby reduce indoor air quality by filling the air with toxic contaminants, and the fact that alternative filters exist that produce no ozone constituted fraudulent concealment / fraud by omission.

j) whether Honeywell violated the Magnuson Moss Warranty Act (15 U.S.C. § 2301 et. seq.) when it marketed and sold the F300 and F50F.

k) whether Honeywell was unjustly enriched under the circumstances alleged herein;

l) whether Honeywell should be enjoined from marketing the F300 and F50F without first providing accurate information to consumers about the risks and other material information described herein;

m) whether Honeywell breached the express and implied warranties it extended to Plaintiff and other purchasers of the F300 and F50F; and

n) the appropriate type and/or measure of damages arising out of purchases of the air cleaners made by plaintiff and the class members.

75. Honeywell engaged in a common course of conduct giving rise to the legal rights sought to be enforced by plaintiff and the class. The injuries sustained

1 by plaintiff and the class flow, in each instance, from a common nucleus of operative
2 facts.

3
4 76. Plaintiff's claims are typical of class members' claims. The defenses
5 Defendant may assert against Plaintiff's claims are likely to be typical of the
6 defenses Defendant may assert against the class members' claims.

7 77. Plaintiff will fairly and adequately protect the class' interests.
8 Plaintiff has no interests adverse to the class' interests and has retained counsel
9 with significant experience in the prosecution of class actions and complex
10 consumer litigation and who will vigorously prosecute this action.
11

12 78. A class action is superior to other available methods for the fair and
13 efficient adjudication of this controversy, and the individual joinder of all class
14 members is impracticable, if not impossible, because a large number of class
15 members are located throughout the United States and have no particularized need
16 to individually prosecute such claims. Individualized litigation would likewise
17 present the potential for inconsistent judgments and would result in significant
18 delay and expense to all parties and multiple courts hearing virtually identical
19 lawsuits. By contrast, the conduct of this action as a class action presents fewer
20 management difficulties, conserves the resources of the parties and the Court, and
21 protects the rights of each class member.
22
23

24 79. Honeywell has acted on grounds generally applicable to the entire
25 class, thereby making declaratory or final injunctive relief appropriate with respect
26 to the class as a whole.
27

28 80. Notice of the pendency or resolution of this action can be provided to
the class by mailed notice or the best notice practicable under the circumstances.

COUNT ONE

**Violations of the New Jersey Consumer Fraud Act,
N.J. Stat. §§ 56:8-1 *et seq.***

81. Plaintiff incorporates by reference ¶¶ 1-80 as though fully set forth and alleged herein.

82. This claim is asserted by Plaintiff on his own behalf and on behalf of all others similarly situated members of the Class against Honeywell.

83. This count is brought against defendant Honeywell pursuant to the New Jersey Consumer Fraud Act, N.J. Stat. §§ 56:8-1 *et seq.*

84. Plaintiff Rehberger is a resident of the State of New Jersey. Plaintiff Rehberger purchased his defective Honeywell F50F Electric Air Cleaner in the State of New Jersey. Plaintiff Rehberger sought repair via telephone in New Jersey.

85. The New Jersey Consumer Fraud Act prohibits any “[f]raud, etc., in connection with sale or advertisement of merchandise or real estate as unlawful practice.” N.J. Stat. § 56:8-2 and prohibits any “knowing, concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission in connection with the sale . . . of any merchandise . . .” N.J. Stat. § 56:8-2.

86. Plaintiff Rehberger and class members reasonably expected their Honeywell F50F Electric Air Cleaners to operate as advertised and as disclosed, and to not emit poisonous ozone well in excess of safely acceptable levels.

87. The Honeywell F300 and F50F Electric Air Cleaners are defectively designed and manufactured because, as alleged above, Honeywell repeatedly and publically misstated the amount of ozone omitted by the F300 and the F50F, stating in the Product Data Sheet, “[t]he electronic air cleaner contributes .005 to .010 ppm

1 [parts per million] of ozone to the indoor air,” and making similar statements in the
2 Owner’s Guide. Honeywell knew this statement was false when made. At the latest,
3 Honeywell was put on notice of the falsity of this statement when Consumer
4 Reports published an article establishing the F300 and F50F produced ozone levels
5 up to ten times higher than reported by Honeywell. Honeywell also failed to tell
6 consumers about the defect, even after receiving numerous consumer complaints.
7

8 88. Defendant Honeywell should have had knowledge of these defects and
9 false statements, and was informed about the defect from the numerous consumer
10 complaints relating to its Electronic Air Cleaners.
11

12 89. Plaintiff Rehberger and class members were not aware of the defect at
13 the time of sale.

14 90. Had Plaintiff and class members known the Honeywell F300 and F50F
15 Electronic Air Cleaners were defective, they would not have purchased them
16 because the existence of the defect was a material fact to the transaction.
17 Defendant, at all relevant times, knew or should have known Plaintiff Rehberger
18 and class members did not know or could not have reasonably discovered the defect
19 prior to their purchases.
20

21 91. By paying monies for these defective Honeywell F300 and F50F
22 Electronic Air Cleaners, Plaintiff and class members have suffered an ascertainable
23 loss.
24

25 92. The conduct by Honeywell constitutes a violation of New Jersey’s
26 Consumer Fraud Act and entitles Plaintiff and class members to relief under this
27 statute of statutory and actual damages, injunctive relief, and attorneys’ fees and
28 costs.

COUNT TWO

Fraud by Concealment and/or Omission

93. Plaintiff Rehberger incorporates by reference ¶¶ 1-92 as though fully set forth and alleged herein.

94. This claim is asserted by Plaintiff on his own behalf and on behalf of all other similarly situated members of the Class against Honeywell.

95. As alleged herein, Honeywell repeatedly and publically misstated the amount of ozone omitted by the F300 and the F50F, stating in the Product Data Sheet that "[t]he electronic air cleaner contributes .005 to .010 ppm [parts per million] of ozone to the indoor air." A similar assertion was made in the Owner's Guide.

96. Honeywell knew that this statement was false when made. At the latest, Honeywell was put on notice of the falsity of this statement when Consumer Reports published an article establishing that the F300 and F50F produced ozone levels up to ten times higher than reported by Honeywell.

97. Having falsely stated the amount of ozone produced by the F300 and the F50F, Honeywell had a duty to set the record straight by disclosing the true amount of ozone produced by the F300 and the F50F. It failed to do so, which failure amounted to fraudulent concealment and fraud by omission.

98. In a separate act of fraudulent concealment and fraud by omission, Honeywell failed to disclose to consumers the well documented association between ozone and health problems; problems likely to be suffered by and thus material to the very people to whom air cleaning devices are marketed.

1 99. In separate acts of fraudulent concealment, Honeywell failed to inform
2 consumers of the fact that many in the population have a heightened sensitivity to
3 ozone and are thus at risk of suffering health problems when using the F300 and
4 F50F, the fact that the F300 and the F50F have been linked to higher levels of
5 ozone than states it its Product Data Sheet, the fact that indoor exercise increases
6 ozone exposure and attendant health risks, the fact that ozone generated by the
7 F300 and F50F can pool at high levels in certain indoor areas, the fact that ozone
8 reacts with household products and can thereby reduce indoor air quality by filling
9 the air with toxic contaminants, and the fact that alternative air cleaners exist that
10 produce no ozone.
11

12
13 100. Nowhere in the Owner's Guide distributed to consumers did Honeywell
14 reveal the ill health effects associated with ozone gas.
15

16 101. Nowhere in the Owner's Guide did Honeywell reveal the fact many in
17 the population have a heightened sensitivity to ozone and are thus at risk of
18 suffering health problems when using the F300 and F50F, the fact that the F300
19 and the F50F have been linked to higher levels of ozone than states it its Owner's
20 Guide, the fact that indoor exercise increases ozone exposure and attendant health
21 risks, the fact that ozone generated by the F300 and F50F can pool at high levels in
22 certain indoor areas, the fact that ozone reacts with household products and can
23 thereby reduce indoor air quality by filling the air with toxic contaminants, or the
24 fact that alternative air filters exist that produce no ozone.
25

26 102. Honeywell revealed none of the facts described in ¶¶ 87, 89 of this
27 Complaint on its website.
28

1 103. Honeywell revealed none of the facts described in ¶¶ 87, 89 of this
2 Complaint directly to installers who installed Honeywell the F300 and the F50F for
3 consumers.
4

5 104. Honeywell knew of the negative health effects associated with ozone
6 gas but concealed them from consumers. Honeywell has been made aware of the
7 effects of ozone through, among other sources, published scientific literature
8 relating to ozone, through statements made by government agencies, through
9 awareness of Consumer Reports' reviews of the F300 and F50F, and through
10 statements made by its licensee, Kaz, Inc., on websites touting Honeywell brand air
11 cleaners and in media releases.
12

13 105. Honeywell knew about electric air cleaners that do not produce ozone
14 gas through its marketing of such air cleaners under the Honeywell brand name.
15

16 106. Honeywell had a duty to disclose the ill health effects associated with
17 ozone gas because (1) ozone contamination is a health and safety issue which
18 creates a duty of disclosure and (2) Honeywell's statements about the levels of ozone
19 gas produced by the F300 and F50F are false and misleading without the addition
20 of information detailing testing showing much higher levels of ozone, the fact that
21 ozone can pool in high concentrations and the fact that ozone's effects are
22 exacerbated by indoor exercise; (3) Honeywell's statements about the beneficial
23 effects of the F300 and the F50F on air quality are misleading in the absence of
24 additional information about the many ill health effects associated with ozone
25 exposure, the heightened sensitivity of many in the population to ozone and the
26 other facts it failed to disclose, as detailed herein.
27
28

1 107. Honeywell intentionally concealed the amount of ozone generated by
2 the F300 and the F50F (and the existence of testing by Consumer Reports
3 establishing that amount), the sensitivity of members of the population to ozone,
4 the effects of ozone on human health, the fact that exercise increases exposure, the
5 fact that ozone pools in high concentrations, the fact that ozone reacts with
6 household products and the fact that effective ozone free air cleaners are superior
7 for many individuals and readily available intentionally or with reckless disregard
8 for the truth amounting to intent to deceive the Plaintiff and the Class.
9

10
11 108. Plaintiff and class members relied on Honeywell's representations and
12 lack thereof—omissions—as the information concealed was the sort of information
13 that consumers would take into account when purchasing air cleaning devices.
14 Plaintiff relied on omissions passed on by installers, who, but for the omissions of
15 Honeywell, would have fully informed Plaintiffs of the material facts concealed by
16 Honeywell. Plaintiff further relied on omissions concealed when Honeywell failed to
17 place any prominent warnings on its “air cleaners” warning consumers of the
18 production of ozone by the F300 and the F50F and associated health effects.
19 Plaintiff would have read such warnings had they been made.
20

21 109. Honeywell intentionally failed to label the F300 and F50F with any
22 warnings or any information that would lead the ordinary consumer to know or
23 suspect that the product may be harmful to the consumer.
24

25 110. Honeywell knew or should have known that the Plaintiff and the Class
26 were unaware of the true nature of ozone exposure and the true levels of ozone
27 produced by the F300 and F50F as ordinary consumers do not have knowledge of
28 scientific studies and health data. Plaintiff believes that Honeywell has received

1 many complaints and comments from consumers about adverse health effects from
2 the F300 and F50F, and Plaintiff himself raised concerns with Honeywell about the
3 products.

4
5 111. Consumers, such as plaintiff and class members would not have
6 purchased the F300 and the F50F had they known the ill health effects associated
7 with ozone and other facts, listed herein, concealed by Honeywell.

8 112. Honeywell withheld the above described information about the true
9 nature of ozone exposure from third party installers who installed the F300 and the
10 F50F for consumers with the intention and understanding that the installers would
11 rely on Honeywell's false statements and omissions.

12
13 113. Had such installers received truthful information from Honeywell, and
14 not received false information about the ozone levels produced by the F300 and the
15 F50F, they would not have sold the F300 and the F50F to consumers without
16 passing on the true information about the ozone levels produced and associated
17 health effects.
18

19 114. As a direct and proximate result of Honeywell's fraudulent
20 concealment and/ or suppression of relevant facts, plaintiff and the class members
21 suffered damages as alleged herein.
22

23 COUNT THREE

24 **Fraud**

25 115. Plaintiff Rehberger incorporates by reference ¶¶ 1-115 as though fully
26 set forth and alleged herein.

27 116. This claim is asserted by Plaintiff on his own behalf and on behalf of
28 all other similarly situated members of the Class against Honeywell.

1 117. As alleged herein, Honeywell repeatedly and publically misstated the
2 amount of ozone omitted by the F300 and the F50F, stating in the Product Data
3 Sheet that "[t]he electronic air cleaner contributes .005 to .010 ppm [parts per
4 million] of ozone to the indoor air."

5
6 118. Honeywell knew that this statement was false when made. At the
7 latest, Honeywell was put on notice of the falsity of this statement when Consumer
8 Reports published an article establishing that the F300 and F50F produced ozone
9 levels up to ten times higher than reported by Honeywell.

10
11 119. Honeywell falsely understated the amount of ozone generated by the
12 F300 and the F50F to induce reliance by consumers, who have many options when
13 seeking to purchase air filtration and cleaning devices. Many such options produce
14 no ozone or far less ozone than the levels associated with the F300 and F50F.

15
16 120. Honeywell made its false statements with regard to the amount of
17 ozone generated by the F300 and the F50F intentionally or with reckless disregard
18 for the truth.

19 121. Plaintiff and class members relied on Honeywell's false statements.
20 Honeywell specifically sold and marketed the products as "air cleaners" knowing
21 that the consumers to whom the product was directed would, as the Rehbergers did
22 in fact, rely on the Company's representations that the air would be cleaner and/or
23 safer after using the Honeywell Electronic Air Cleaners. Plaintiff relied on, and had
24 no reason to question, the recommendations of and the generalized use of the F300
25 and F50F models by other professionals in his line of work who installed air
26 cleaners in people's homes.
27
28

1 122. Plaintiff and class members would not have purchased the F300 and
2 the F50F had they known the machines produce dangerous ozone levels.

3 123. Honeywell made the above-described false statements to third party
4 installers who installed the F300 and the F50F for consumers with the intention
5 and understanding that the installers would rely on Honeywell's false statements
6 and omissions.

7
8 124. Had such installers received truthful information from Honeywell, and
9 not received false information about the ozone levels produced by the F300 and the
10 F50F, they would not have sold the F300 and the F50F to consumers without
11 passing on the true information about the ozone levels produced and associated
12 health effects.

13
14 125. As a direct and proximate result of Honeywell's misrepresentations,
15 plaintiff and the class members suffered damages as alleged herein.

16
17 COUNT FOUR

18 **Negligent Misrepresentation**

19 126. Plaintiff Rehberger incorporates by reference ¶¶ 1-125 as though fully
20 set forth and alleged herein.

21 127. This claim is asserted by Plaintiff on his own behalf and on behalf of
22 all other similarly situated members of the Class against Honeywell.

23 128. In making the misrepresentations complained of herein, Honeywell
24 was acting in the course of its business, and in the context of a transaction in which
25 it had a pecuniary interest, *e.g.*, the sale of the F300 and the F50F to consumer
26 purchasers.
27
28

1 129. In making the misrepresentations complained of herein, Honeywell
2 supplied faulty information meant to guide. Specifically, Honeywell supplied
3 information to plaintiff and the class members that the "[t]he electronic air cleaner
4 contributes .005 to .010 ppm [parts per million] of ozone to the indoor air."
5 Honeywell also failed to take any reasonable steps to correct its misstatements or
6 inform plaintiff or the class members of the true nature of such air cleaners by
7 revealing the information it fraudulently withheld, as described more fully herein.
8

9 130. Honeywell failed to exercise reasonable care in obtaining or
10 communicating material information about the quality and safety of the F300 and
11 the F50F to plaintiff and the class members, including the fact the F300 and the
12 F50F generated much higher levels of ozone gas than Honeywell represented.
13

14 131. Honeywell's statements that "[t]he electronic air cleaner contributes
15 .005 to .010 ppm [parts per million] of ozone to the indoor air" were highly material
16 to decisions made by Plaintiff and the class members to purchase the F300 and the
17 F50F. Plaintiff and class members reasonably and justifiably relied on such
18 statements to their detriment. But for the deceptive representations of Honeywell
19 as alleged herein, Plaintiff and class members would not have purchased the F300
20 and the F50F.
21

22 132. But for Honeywell's repeated misstatements to the general public as
23 well as experts in the field, the Plaintiff and the Class would not have purchased
24 Honeywell's electrostatic air cleaners.
25

26 133. Honeywell made the above described misstatements to third party
27 installers who installed the F300 and the F50F for consumers with the intention
28 and understanding that the installers would rely on Honeywell's false statements.

1 134. Had such installers received truthful information from Honeywell, and
2 not received erroneous information as described above, they would not have sold the
3 F300 and the F50F to consumers without passing on the true information about the
4 ozone levels produced and associated health effects.
5

6 135. As a direct and proximate result of Honeywell's misrepresentations,
7 plaintiff and the class members suffered damages as alleged herein.
8

9 **COUNT FIVE**

10 **Breach of Express Warranty, N.J. Stat. § 12A:2-313**

11 136. Plaintiff incorporates by reference ¶¶ 1-135 as though fully set forth
12 and alleged herein.
13

14 137. This claim is asserted by Plaintiff on his own behalf and on behalf of
15 all others similarly situated members of the Class against Honeywell.
16

17 138. Honeywell is a seller for purposes of New Jersey's express warranty
18 statute, codified at N.J. Stat. § 12A:2-313.
19

20 139. Honeywell extended to Plaintiff and all other buyers in the putative
21 class an express warranty that the product was "free from defects." Owner's Guide,
22 p. 16.
23

24 140. This express warranty constitutes a promise made by the seller to all
25 buyers relating to the quality of the goods sold, namely the F300 and F50F, and
26 constitutes a basis of the bargain between Honeywell and the various purchasers.
27

28 141. The F300 and F50F were not free from defects as warranted. Defects in
the workmanship and materials, as well as defects in design and labeling, directly
and proximately caused substantial injury to the Plaintiff as well as to members of
the Class.

1 142. Honeywell had ample notice of the claims relating to its breach of the
2 express, limited warranty it extended to Plaintiff and members of the Class. In
3 addition to the notice provided by this and other complaints filed by parties injured
4 by Honeywell's defective air cleaners, notice was provided through telephone and e-
5 mail complaints lodged with Honeywell's consumer response department by
6 Plaintiff Rehberger and other injured parties.
7

8 143. As a direct result of Honeywell's breach of its express warranty,
9 Plaintiff and the Class are entitled to compensatory damages.
10

11 **COUNT SIX**

12 **Breach of Implied Warranty, N.J. Stat. § 12A:2-314**

13 144. Plaintiff incorporates by reference ¶¶ 1-143 as though fully set forth
14 and alleged herein.

15 145. This claim is asserted by Plaintiff on his own behalf and on behalf of
16 all others similarly situated members of the Class against Honeywell.

17 146. Honeywell is a merchant with respect to goods of the kind for purposes
18 of New Jersey's implied warranty statute, codified at N.J. Stat. § 12A:2-314.
19

20 147. Honeywell sold the F300 and the F50F both to consumers and dealers
21 for use by Plaintiff and other ultimate consumers.

22 148. At the time it was sold by Honeywell, the F50F and F300 were not
23 merchantable due to the various defects which exposed purchasers to risk of injury.

24 149. As sold by Honeywell, the F300 and F50F were not fit for their
25 ordinary and intended purpose – to clean and purify ambient air, thereby improving
26 indoor air quality.
27
28

1 150. As sold by Honeywell, the F300 and F50F were not adequately labeled
2 as to the risks of ozone and were, in fact, mislabeled with regards to the amount of
3 ozone produced. But for this lack of labeling and mislabeling, Plaintiff and other
4 class members would not have purchased the products.
5

6 151. As sold by Honeywell, the F300 and F50F did not conform to promises
7 made by Honeywell about their functioning and uses. Marketed as "air cleaners,"
8 the F300 and F50F do not, in fact, make the ambient air cleaner. Nor do they
9 conform to the various promises and assertions of fact made in the Owner's Guide
10 and Product Data Sheet about their quality and safety.
11

12 152. Plaintiff and class members were injured when they purchased the
13 F300 and F50F because they were not merchantable and contained various defects
14 which directly and proximately resulted in injury to Plaintiff's and class members'
15 persons and property. Because Plaintiff and class members lacked information to
16 determine that the F300 and the F50F were not merchantable, they paid for a
17 product which they would not have purchased had they been made aware of the
18 adverse health effects and known that they were defective.
19

20 153. Honeywell had ample notice of claims relating to its breach of the
21 implied warranty of merchantability. In addition to the notice provided by this and
22 other complaints filed by parties injured by Honeywell's defective air cleaners,
23 notice was provided through telephone and e-mail complaints lodged with
24 Honeywell's consumer response department by Plaintiff Rehberger and other
25 injured parties.
26

27 154. As a direct result of Honeywell's breach of the implied warranty of
28 merchantability, Plaintiff and the Class are entitled to compensatory damages.

COUNT SEVEN

Violation of the Magnuson-Moss Act (15 U.S.C. §§ 2301 *et. seq.*)

155. Plaintiff incorporates by reference ¶¶ 1-154 as though fully set forth and alleged herein.

156. This claim is asserted by Plaintiff on his own behalf and on behalf of all others similarly situated members of the Class against Honeywell.

157. Plaintiff and the class are consumers as defined in 15 U.S.C. § 2301(3).

158. Defendants are suppliers and warrantors as defined in 15 U.S.C. § 2301(4)(5).

159. The defective air cleaners are consumer products as defined in 15 U.S.C. § 2301(6).

160. In April 2010, the Plaintiff spoke with a technician at Honeywell and informed the technician of the extreme and adverse health effects that the F50F's cell, and specifically the ozone discharged by that cell, caused to him and his family, thereby giving Defendant constructive notice of claims by purchasers of the F50F and F300.

161. Additionally, Honeywell has been sued by other purchasers of F300 and/or F50F model air cleaners who were similarly injured by ozone produced by those products, thereby giving Defendant actual notice of both claims by purchasers and claims on behalf of the class of purchasers.

162. By reason of Defendant's breaches of express and implied warranties, Defendant has violated statutory rights due Plaintiff and the Class pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et. seq.*, thereby damaging Plaintiff and the Class.

COUNT EIGHT

Unjust Enrichment

163. Plaintiff Rehberger incorporates by reference ¶¶ 1-162 as though fully set forth and alleged herein.

164. This claim is asserted by Plaintiff on his own behalf and on behalf of all others similarly situated members of the Class against Honeywell.

165. Plaintiff and class members conferred an economic benefit on Honeywell by their purchases of the F300 and the F50F, because Honeywell received money for F300 and F50F sales even if it was not the actual end-seller of a given F300 and F50F.

166. Honeywell appreciated, accepted, and retained this economic benefit to the detriment of Plaintiff and class members.

167. Allowing Honeywell to retain the economic benefit it received from F300 and F50F sales would be inequitable to Plaintiff and class members because of the wrongful conduct alleged herein. Honeywell's retention of the economic benefit it received violates the fundamental principles of justice, equity and good conscience because Honeywell knowingly and intentionally concealed the nature and quality of the F300 and F50F, knowingly sold Plaintiff and the class members a defective product that did not offer the promised level of protection, and refused to make corrective statements once it became aware of the truth.

168. As a result, Plaintiff seeks an Order requiring Honeywell to disgorge all of the profits, benefits, and other compensation they obtained from the class members as a result of its wrongful conduct.

PRAYER FOR RELIEF

Wherefore plaintiff, individually and on the class's behalf, prays for judgment against defendant as follows:

A. an order certifying the plaintiff class and appointing Plaintiff and his counsel to represent the class;

B. an order enjoining Honeywell from continuing to engage in unlawful or unfair business practices;

C. an award of actual, consequential, and punitive damages and rescission, as authorized by law;

D. an order requiring Honeywell to disgorge all ill-gotten gains and to pay restitution to Plaintiff and the class consisting of all funds acquired by means of any business act or practice declared unlawful or unfair by the Court;

E. Defendant pay prejudgment and post judgment interest, as authorized by law;


F. Defendant pay reasonable attorney fees and costs of suit; and

G. all other relief the Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiff and class members demand trial by jury on all issues so triable.

DATED: November 3, 2010

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